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16 Attorneys for Plaintiff Infineon Technologies AG

17 UNITED STATES DISTRICT COURT
18 NORTHERN DISTRICT OF CALIFORNIA
19 SAN FRANCISCO DIVISION

20 INFINEON TECHNOLOGIES AG, Case No. CV-11-6239 (MMC)
21 Plaintiff,
22 vs.
23 VOLTERRA SEMICONDUCTOR
24 CORPORATION,
25 Defendant.

**STIPULATION AND [PROPOSED]
ORDER IMPOSING RESTRICTIONS
TO THE DISCLOSURE OF
CONFIDENTIAL INFORMATION**

1 WHEREAS pending before the Court is Infineon's Motion to Disclose Confidential
 2 Information to its Appointed Expert, Peter Elenius (D.I. 342);

3 WHEREAS the parties have continued to meet and confer since the filing of that motion.
 4 Volterra Semiconductor Corporation ("Volterra") has agreed to withdraw its objections to Mr.
 5 Elenius so long as Mr. Elenius and Infineon agree to additional restrictions with regard to the
 6 disclosure of Volterra's confidential information to Mr. Elenius. The parties have also agreed
 7 that further restrictions are appropriate with respect to Volterra's expert, Mr. Joseph
 8 McAlexander;

9 WHEREAS the parties wish to moot Infineon's Motion to Disclose Confidential
 10 Information to its Appointed Expert, Peter Elenius (D.I. 342) based upon their Agreement;

11 IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES that, subject to the
 12 approval of the Court, (a) Mr. Peter Elenius may access Volterra's confidential information
 13 pursuant to the Protective Order and subject to the following, and (b) Mr. Joseph McAlexander
 14 may access Infineon's confidential information pursuant to the Protective Order and subject to the
 15 following:

16 1. **RESTRICTIONS**

17 **1.01.** Mr. Elenius agrees not to consult in a technical or product-design capacity
 18 regarding flip-chip integrated power devices starting when Mr. Elenius first accesses Volterra's
 19 confidential information in either this litigation, or the E.D. Tex. litigation, between the parties
 20 and continuing for three years after the last time Mr. Elenius receives access to such information
 21 in either case, whichever is later, including any supplemental productions past the formal
 22 discovery deadline. If Mr. Elenius never receives access to any Volterra confidential information
 23 in this litigation, and never receives access to any Volterra confidential information in the E.D.
 24 Tex. litigation between the parties, then this restriction shall not apply.

25 **1.02.** For the same period of time, Mr. Elenius agrees not to consult in a technical or
 26 product-design capacity for Infineon regarding lateral power semiconductor devices. Mr. Elenius
 27 may not circumvent this restriction by consulting with a third party or individual that Mr. Elenius
 28 knows (or where a reasonable person should know) the third party or individual is working on

1 lateral power semiconductor devices for Infineon. If Mr. Elenius never receives access to any
2 Volterra confidential information in this litigation, and never receives access to any Volterra
3 confidential information in the E.D. Tex. litigation between the parties, then this restriction shall
4 not apply.

5 **1.03.** Mr. Elenius agrees not to participate in the advising, amending or drafting of
6 patent specifications, provisionals or claims claiming lateral power semiconductor devices or
7 their use or operation, before the period of time set forth above expires. If Mr. Elenius never
8 receives access to any Volterra confidential information in this litigation, and never receives
9 access to any Volterra confidential information in the E.D. Tex. litigation between the parties,
10 then this restriction shall not apply. This restriction shall not apply to participation in post-grant
11 reviews, reexaminations, inter partes reviews, covered business method patent reviews, or any
12 similar proceeding in the US or a foreign country as long as that participation does not include
13 drafting or modification of claim language. Mr. McAlexander agrees not to participate in the
14 advising, amending or drafting of patent specifications, provisionals or claims claiming lateral
15 power semiconductor devices or their use or operation, before the period of time set forth above
16 expires. If Mr. McAlexander never receives access to any Infineon confidential information in
17 this litigation, and never receives access to any Infineon confidential information in the E.D. Tex.
18 litigation between the parties, then this restriction shall not apply. This restriction shall not apply
19 to participation in post-grant reviews, reexaminations, inter partes reviews, covered business
20 method patent reviews, or any similar proceeding in the US or a foreign country as long as that
21 participation does not include drafting or modification of claim language.

22 **1.04.** If, before the above restrictions expire, Maxim Integrated (“Maxim”) or any
23 affiliate of Maxim hires Mr. Elenius in any capacity in the area of lateral power semiconductor
24 devices and Mr. Elenius gives at least 14 days written notice to Maxim Legal of such intention to
25 perform work for Maxim or any affiliate, then all of the above restrictions terminate immediately,
26 but Mr. Elenius’s obligations not to disclose Volterra’s confidential information continue in full
27 force in accordance with the terms of the protective order.

1 As used herein, “Infineon” means Infineon Technologies AG, its successors, subsidiaries,
2 divisions, and/or other affiliates thereof (specifically including, but not limited to Infineon
3 Technologies Austria AG, Infineon Technologies North America Corporation, Primarion Inc.,
4 and any future acquired entities), and all officers, directors, agents, employees, consultants,
5 representatives, and any other person or entity acting on behalf of any of the foregoing
6 (specifically including, but not limited to, packaging houses, design houses, and fabs).
7 Notwithstanding the foregoing, this definition only extends to non-affiliate third parties to the
8 extent they are performing work for Infineon and the definition shall not apply to any non-
9 affiliate third party when performing work for an entity that is not an affiliate of Infineon. For
10 example, the definition of Infineon would, under Section 1.02, prohibit Mr. Elenius from
11 consulting in a product-design capacity for TSMC for a lateral power semiconductor that TSMC
12 was designing for Infineon. However, Mr. Elenius could consult in a product-design capacity for
13 TSMC on a lateral power semiconductor designed by IBM even if TSMC was also working with
14 Infineon (without using Mr. Elenius as a consultant) on a different lateral power semiconductor
15 design.

16 Prior to receiving access to any Volterra confidential information, Mr. Peter Elenius is
17 required to sign the “Acknowledgement and Agreement to Be Bound by the Restrictions to the
18 Disclosure of Confidential Information” (attached as Exhibit A). Mr. Joseph McAlexander is also
19 required to sign the “Acknowledgment and Agreement to be Bound by the Restrictions to the
20 Disclosure of Confidential Information” (attached as Exhibit A).

21 || IT IS SO STIPULATED.

23 || Dated: October 3, 2014

WEIL, GOTSHAL & MANGES LLP

By: /s/ Sonal N. Mehta
Sonal N. Mehta
Attorneys for Defendant
Volterra Semiconductor Corporation

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2 Dated: October 3, 2014

BAKER BOTTS L.L.P.

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4 By: /s/ David G. Wille

5 David G. Wille
6 Attorneys for Plaintiff
7 Infineon Technologies AG

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10 **ATTESTATION OF E-FILER**

11 In compliance with Local Rule 5-1(i), the undersigned ECF user whose identification and
12 password are being used to file this document, hereby attests that all signatories have concurred in
13 the filing of this document.

14 Dated: October 3, 2014

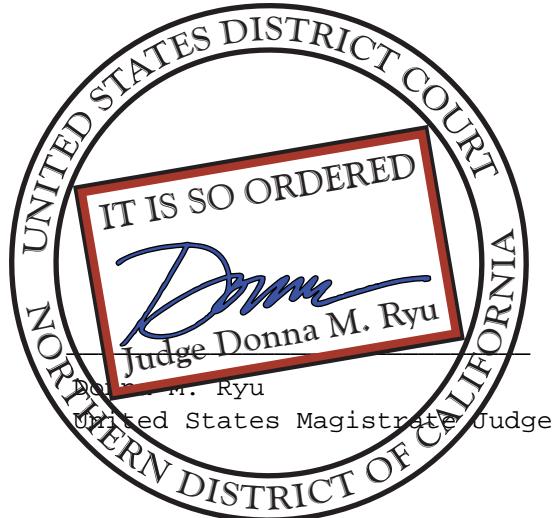
/s/ Sonal N. Mehta
15 Sonal N. Mehta

1 **[PROPOSED] ORDER**

2 Pursuant to the Stipulated Protective Order and the above Stipulation, and good cause
3 appearing therefore, Mr. Peter Elenius and Mr. Joseph McAlexander may access confidential
4 information,

5 **IT IS SO ORDERED.**

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9 Date: October 9, 2014



1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY STIPULATED**
3 **RESTRICTIONS TO THE DISCLOSURE OF CONFIDENTIAL INFORMATION**

4 I, _____, declare under
5 penalty of perjury that I have read in its entirety and understand the Stipulated Restrictions to the
6 Disclosure of Confidential Information that was issued by the United States District Court for the
7 Northern District of California in the case of INFINEON TECHNOLOGIES AG v. VOLTERRA
8 SEMICONDUCTOR CORPORATION Case No.: CV-11-6239. I agree to comply with and to be
9 bound by all the terms of this Stipulated Restrictions to the Disclosure of Confidential
10 Information and I understand and acknowledge that failure to so comply could expose me to
11 sanctions and punishment in the nature of contempt. I further agree to submit to the jurisdiction
12 of the United States District Court for the Northern District of California for the purpose of
13 enforcing the terms of this Stipulated Restrictions to the Disclosure of Confidential Information,
14 even if such enforcement proceedings occur after termination of this action.

15 Date: _____

16 City and State where sworn and signed: _____

17 Printed name: _____

18 [printed name]

19 Signature: _____

20 [signature]

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